
Federal Communications Commission

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
Broadcast House of the Pacific, Inc.)	
)	File Number: EB-06-HL-074
Licensee of Station KNDI)	
Honolulu, Hawaii)	NAL/Acct. No.: 200632860001
Facility ID # 37065)	FRN: 0003776671

CONSENT DECREE

I. INTRODUCTION

1. This Consent Decree is entered into by the Enforcement Bureau of the Federal Communications Commission and Broadcast House of the Pacific, Inc.

II. DEFINITIONS

2. For the Purposes of this Consent Decree, the following definitions will apply:
- a. "Act" means the Communications Act of 1934, as amended, 47 U.S.C. Section 151 *et seq.*;
 - b. "BHP" means Broadcast House of the Pacific, Inc.;
 - c. "Bureau" means the Enforcement Bureau of the Federal Communications Commission;
 - d. "Commission" or "FCC" means the Federal Communications Commission;
 - e. "Effective Date" means the date on which the Order is released;
 - f. "Enforcement Proceeding" means the investigation of alleged Rule violations by BHP culminating in the Notice of Apparent Liability;
 - g. "Licensee" means the holder of the License;
 - h. "Licenses" means all authorizations, permits and licenses issued by the Commission in connection with the operation of the Station;
 - i. "Non-Related Company" means a company or organization in which neither BHP nor its principals, individually or collectively, are an officer, director, partner, member, manager or holder (directly or indirectly) of an ownership interest;

- j. "Notice of Apparent Liability" means *Broadcast House of the Pacific, Inc.*, NAL/Acct. No. 200632860001 (Enf. Bur., Western Region, Honolulu Resident Agent Office, rel. Aug. 9, 2006).
- k. "Order" means an order of the Bureau adopting this Consent Decree;
- l. "Parties" means the Bureau and BHP;
- m. "Rules" means the Commission's regulations set forth in Title 47 of the Code of Federal Regulations;
- n. "Station" means Station KNDI(AM), Honolulu, Hawaii (Facility ID No. 37065);

III. BACKGROUND

3. On May 1, 2006, and June 1, 2006, agents of the Enforcement Bureau's Honolulu Office conducted off air monitoring of radio station KNDI on 1270 kHz, in Honolulu, Hawaii. On both days, KNDI did not retransmit the required monthly test ("RMT") transmitted by the Hawaii State Civil Defense at approximately 11:15AM HST. On June 14, 2006, agents of the Commission's Honolulu Office conducted an inspection at the main studio of KNDI located at 1734 South King Street, Honolulu, Hawaii. EAS equipment was installed but was not operational at the time of inspection. The operator on duty was not able to successfully generate a manually-initiated Required Weekly Test ("RWT"). The EAS receiver was only able to receive an audio signal from one of the two assigned monitoring sources. A review of the EAS log and printouts generated by the EAS Encoder/Decoder indicated that from April through June 2006, there were no RWTs received on channel one of the EAS equipment. EAS logs also indicated that no RMTs were retransmitted in April and May 2006. No entries were made by KNDI staff in the EAS log to identify the causes of these failures or what steps were taken to remedy any failures. On June 15, 2006, a Honolulu agent spoke with the KNDI contract engineer. The engineer indicated that he inspected the KNDI EAS equipment earlier that day and acknowledged that he found problems with the equipment. Specifically, he indicated that the EAS equipment had a faulty relay which prevented the unit from transmitting any tests. Also, the power cord for a portable radio that provided the audio source for channel one of the EAS equipment was found unplugged inside the rack, which resulted in no reception of the channel one monitoring source.

4. On August 9, 2006, the Honolulu Office issued a Notice of Apparent Liability to BHP in the amount of \$8,000 for apparent violations of Section 11.35(a) for failing to ensure the operational readiness of KNDI's EAS equipment.

IV. AGREEMENT

5. BHP agrees that the Bureau, by delegated authority of the Commission, has jurisdiction over the matters contained in this Consent Decree, and the authority to enter into and adopt this Consent Decree.

6. BHP and the Bureau agree to be legally bound by the terms and conditions of this Consent Decree. BHP represents and warrants that its signatory is duly authorized to enter into

this Consent Decree on its behalf.

7. The Parties agree that this Consent Decree will become effective on the Effective Date. Upon the Effective Date, the Order and the Consent Decree will have the same force and effect as any other order of the Bureau and any violation of the terms of this Consent Decree will constitute a separate violation of a Bureau order, entitling the Bureau to subject BHP to enforcement action for such violation.

8. BHP and the Bureau agree that this Consent Decree does not constitute an adjudication of the merits, or any finding on the facts or law regarding any violations committed by BHP arising out of the Enforcement Proceeding, and that it is not to be construed as an admission of any violation by BHP.

9. BHP agrees that within thirty (30) days of the release date of the Order, BHP will make a voluntary contribution to the U. S. Treasury in the amount of one thousand dollars (\$1,000.00). Such payment will be made without further protest or recourse, by check or similar instrument, payable to the order of the Federal Communications Commission. Such payment will include the NAL/Acct. No. and FRN No. referenced in the Adopting Order. Such payment by check or money order may be mailed to Federal Communications Commission, P.O. Box 358340, Pittsburgh, PA 15251-8340. Such payment by overnight mail may be sent to Mellon Bank /LB 358340, 500 Ross Street, Room 1540670, Pittsburgh, PA 15251. Such payment by wire transfer may be made to ABA Number 043000261, receiving bank Mellon Bank, and account number 9116229.

10. As further conditions to this agreement, BHP also agrees that:

- a. Within thirty (30) days of the release date of this Order, BHP, in coordination with the Hawaii Department of Civil Defense, will initiate multi-language EAS announcements on KNDI(AM) in eleven ethnic Hawaiian languages.
- b. Within thirty (30) days of the release date of the Order, BHP will implement an EAS Compliance Plan to ensure that no further violation of the Commission's EAS Rules will occur. The Compliance Plan will include extensive training for all employees of KNDI(AM) concerning the activation, testing, and use of the KNDI(AM) EAS equipment.

11. BHP and the Bureau acknowledge and agree that this Consent Decree shall constitute a final settlement between them.

12. In express reliance upon the covenants and representations contained herein, the Bureau agrees to terminate the Enforcement Proceeding at such time as both parties sign this Consent Decree.

13. BHP waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Order adopting this Consent Decree, provided the Order adopts the Consent Decree without modification.

14. In the event that the Commission or its delegated authority find that BHP violates Section 11.35(a) of the Rules subsequent to the release of this Consent Decree and Order, BHP agrees that the Commission or its delegated authority may consider the violations documented in the Enforcement Proceeding when determining an appropriate sanction.

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15. BHP and the Bureau agree that the effectiveness of this Consent Decree is expressly contingent upon issuance of the Order, provided the Order adopts the Consent Decree without modification.

16. This Consent Decree will be binding on BHP transferees, successors and assigns, provided that in the event of an assignment or transfer of the Licenses to a Non-Related Company, only the obligations of Paragraph 9 will be binding on the assignee or transferee.

17. BHP and the Bureau agree that, in the event any court of competent jurisdiction renders this Consent Decree invalid, the Consent Decree shall become null and void and may not be used in any manner in any legal proceeding.

18. BHP and the Bureau agree that, if the Commission, or the United States on behalf of the Commission, brings a judicial action to enforce the terms of the Order adopting this Consent Decree, neither BHP nor the Commission will contest the validity of the Consent Decree or Order, and BHP will waive any statutory right to a trial *de novo* with respect to the matter upon which the Order is based, and shall consent to a judgment incorporating the terms of this Consent Decree.

19. BHP agrees to waive any claims it may otherwise have related to this matter under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. §§ 1.1501 *et seq.*

20. Any provision of this Consent Decree affected by or inconsistent with any subsequent rule or order adopted by the Commission will be superseded by such Commission rule or order.

21. BHP and the Bureau agree that the terms and conditions of this Consent Decree shall remain in effect for a period of twenty-four (24) months, which shall begin on the release date of the Order.

22. This Consent Decree may be signed in counterparts.

FEDERAL COMMUNICATIONS COMMISSION

By: _____

Date: _____

Kris Anne Monteith

Chief, Enforcement Bureau

BROADCAST HOUSE OF THE PACIFIC, INC.

By: Leona Jona, President

Date: _____